DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH 455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

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HOLIDAY PROVISION

FOR

MODULAR FURNITURE INSTALLER (CARPENTER)

IN

46 Northern California Counties

2000-2004

OFFICE MODULAR SYSTEMS ADDENDUM

to the

46 NORTHERN CALIFORNIA COUNTIES CARPENTERS MASTER AGREEMENT FOR NORTHERN CALIFORNIA

between the

MODULAR INSTALLERS ASSOCIATION

and the

NORTHERN CALIFORNIA REGIONAL COUNCIL OF CARPENTERS

and

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

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SECTION 5 HOURS OF WORK, OVERTIME AND SHIFTS

- **5.01.00** Regular Work Day The regular work day may be worked between the hours of 6:00 a.m. and 5:00 p.m., eight (8) continuous hours.
- 5.02.00 Regular Work Week The regular work week will be forty (40) hours, Monday through Friday.
- **5.03.00** Overtime Hours worked in excess of eight (8) hours Monday through Friday, and up to ten (10) hours on Saturdays shall be paid at time and one-half (1-1/2x). All hours worked in excess of ten (10) on Saturdays, and Sundays and holidays to be paid at double time (2x).
- 5.04.00 Multiple Shift Work When more than one shift is required, the first shift shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven and one-half (7-1/2) hours and receive eight (8) hours of pay and the third shift shall work seven (7) hours and receive eight (8) hours pay at the employee's current rate of pay. No employee shall be required to work more than one shift during a twenty-four (24) hour period at shift rates.
- 5.05.00 Special Shift Work When work covered by this Agreement is of such a nature that it is not appropriate or practical to perform during regular work days such work shall be performed at a suitable time as designated by the Owner. The employer utilizing this provision shall notify the Union prior to commencing work. Employees shall work seven (7) hours and receive eight (8) hours pay with a minimum of four and one-half (4-1/2) hours paid for four (4) hours work. When any employee works over seven (7) hours under these conditions without a period of eight (8) continuous hours off work, the time worked in excess of seven (7) hours shall be compensated at the applicable overtime rate of pay. On job(s) where travel pay is required, a ten (10) hour rest period shall apply.

<u>SECTION 6</u> HOLIDAYS, PERSONAL DAYS

- **6.01.00** <u>Holidays</u> No "designated off-days" are recognized under this Agreement. The following are the recognized holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day after Thanksgiving Day and Christmas Day.
- **6.02.00** <u>Personal Days</u> Each employee shall be allowed two (2) unpaid personal days per calendar year subject to forty-eight (48) hours advance notice to the employer.

SECTION 7 HIRING

- **7.01.00** Hiring All dispatching will be done in accordance with the Master Agreement. It is further agreed that each District Council shall reserve the right to establish and maintain one out-of-work list within its jurisdiction.
- 7.02.00 <u>Re-employment</u> It shall be a contractual obligation of the employer signed to this Agreement to re-employ Installers who have been laid off, due to a lack of work prior to any new hires being employed.